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MaryAnn Bride (13146)
Katherine T. Kang (14457)
OFFICE OF THE CHAPTER 13 TRUSTEE
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re: CHRISTOPHER PROCTOR Debtor.	Case No. 20-24404 Chapter 13 Hon. Joel T. Marker
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**TRUSTEE'S MOTION TO MODIFY CONFIRMED PLAN TO INCREASE RETURN
TO NONPRIORITY UNSECURED CREDITORS**

Lon A. Jenkins, Chapter 13 Trustee, by and through counsel, hereby requests entry of order modifying the chapter 13 plan to increase the return to unsecured creditors. In support thereof, the Trustee asserts as follows:

1. The Debtor filed for chapter 13 relief on July 21, 2020.
2. The Court entered the Order Confirming Chapter 13 Plan on December 17, 2020.
3. On or about September 29, 2022 the Trustee received an email from Utah Transit Authority ("UTA") indicating that the Debtor had entered into a release of claims whereby the Debtor received \$15,000 (letter attached).
4. The Debtor has not disclosed the previously unknown asset on Schedule B and has not taken an exemption on the asset. Thus, it would appear as though the asset is property to

the chapter 13 bankruptcy estate and the funds should be contributed as lump sum plan payment.

5. If the Trustee is successful on the Objection to Claim No. 3 filed by UTA, then the plan should return no less than 100% to nonpriority unsecured creditors due to the to satisfy the best-interest-of-creditors test of § 1325(a)(4).
6. The case is feasible with this modification.

WHEREFORE, the Trustee requests entry of an Order modifying the return to nonpriority unsecured claims to 100%.

DATED: October 6, 2022.

/s/ Tami Gadd
Tami Gadd
Attorney for Chapter 13 Trustee

CERTIFICATE OF SERVICE

By Electronic Services: I certify that the parties of record in this case as identified below, are registered CM/ECF users and will be served notice of entry of the foregoing Motion through the CM/ECF system on October 6, 2022

LON A. JENKINS - Chapter 13 Trustee

JUSTIN O. BURTON – Attorney for the Debtor

By U.S. Mail – In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served notice pursuant to Fed R. Civ. P. 5(b) on October 6, 2022

CHRISTOPHER PROCTOR
PO BOX 520009
SALT LAKE CITY, UT 84152-0009

/s/ Michelle Moses
Office Chapter 13 Trustee

Michelle Moses

From: Utah trusteeemail
Sent: Thursday, October 6, 2022 9:32 AM
To: Michelle Moses
Subject: FW: 20-24404 Proctor, Chris acnt 8958/4720 ; UTA recovery file #gl-44720
Attachments: PDR to PGR for PD limits ; gl-44720.pdf

Importance: High

From: Moody, Lynnette (Recovery Adjuster) <LMoody@rideuta.com>
Sent: Thursday, September 29, 2022 11:43 AM
To: Utah trusteeemail <utahtrusteeemail@ch13ut.org>
Subject: Proctor, Chris acnt 8958/4720 ; UTA recovery file #gl-44720
Importance: High

Dear Law Office,

UTA recently received check #793472 for \$16.86 regarding Christopher Proctor, your case #2024404.

Attached is a Property Damage Release UTA authorized on January 25th, 2021 in conjunction with Insurance Claim # 19-1700309.

Please respond in kind with applicable bankruptcy judgement ruling(s) indicating Mr. Proctor's debt to Utah Transit Authority is ordered by the court &/or agreed upon by Mr. Proctor &/or his representatives.

Thank you for your assistance with this matter.
Respectfully,

Lynnette Moody
Recovery Adjuster
Risk Management
Utah Transit Authority
801.287.4616 (Phone)
801.287.4520 (Fax)
lmood@rideuta.com

669 W. 200 South
Salt Lake City, UT 84101
www.rideuta.com



This intended exclusively for the individual or entity to which it is addressed, if you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it, if you have received this message in error, please notify the sender immediately by e-mail and delete &/or destroy all copies of his message.

FULL RELEASE OF ALL CLAIMS
(Property Damage - Claimant)

Claim Number: 19-1700309

Date: 12/13/19

KNOW BY ALL THESE PRESENTS, that I (we), UTA for and in consideration of the sum of fifteen thousand Dollars (\$15,000.00), the receipt whereof is hereby acknowledged, do hereby for myself (ourselves), my (our) heirs, executors, administrators, successors and assigns and any and all other persons, firms, employers, corporations, associations, or partnerships release, acquit and forever discharge Tiffany Hards and Christopher Proctor, (his/her/their) agents, employees, principals, employers, insurers, heirs, executors, administrators, insurers, successors and assigns of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, storage costs, loss of use or opportunity, property damage, expenses, accrued or unaccrued claims, other known and unknown damages relating to property damaged or destroyed, which heretofore have or which hereafter may be sustained by me in consequence of any claim that may occur, may have occurred, or would ever be alleged to have occurred in the automobile collision on or about 1/2/19 at or near 800 S 200 W, Salt Lake City, UT.

It is understood and agreed that this settlement is in full compromise of a disputed claim as to both questions of liability and as to the nature and extent of the property damage, as well as other alleged damages and that neither this release nor the payments pursuant thereto shall be construed as an admission of liability, such being denied.

It is further understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said damages, claims causes of action and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned expressly warrant(s) that no other person or entity has asserted or is able to assert any lien, claim or entitlement to any portion of the consideration recited above which has not been satisfied, or will not be satisfied immediately out of the above recited consideration being paid for this Release.

This Release contains the entire agreement between the parties hereto and the terms of the same are contractual and not a mere recital.

I (WE) HAVE READ THIS AGREEMENT AND RELEASE AND UNDERSTAND IT.

<u>Lynnette Moody, Recovery Adjuster</u> Printed Name	<u>[Signature]</u> Signature	<u>01/19/2021</u> Date
<u>Dave Fitcher</u> Printed Name	<u>[Signature]</u> Signature	<u>1/25/21</u> Date

UT PD (2010)